

**PROFESSIONAL SERVICES AGREEMENT
FOR EXECUTIVE CONSULTANT SERVICES**

This **PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SERVICES** (“Agreement”) is made this 15th day of September, 2020 (“Effective Date”), by and between the AF Public Solutions, LLC an Idaho Limited Liability Company existing under and by virtue of the laws of the state of Idaho (referred to herein as “Consultant”) and the Eagle Urban Renewal Agency, an urban renewal agency organized under the laws of the State of Idaho (“EURA”). The EURA Board of Commissioners is referred to herein as “Commission”.

WHEREAS, EURA has determined that it is necessary and in the best public interest to obtain the professional services of an Executive Consultant to oversee the affairs and the day to day operations of the EURA, including, but not limited to the scope of services noted in Exhibit A attached to and incorporated by reference into this Agreement;

WHEREAS, EURA issued a request for proposals seeking proposals from parties interested in performing executive Consultant services for the EURA (See Exhibit C);

WHEREAS, Consultant submitted a proposal to EURA dated July 27, 2020 (See Exhibit C) and the selection of Consultant and execution of this Agreement is based upon the representations of Consultant contained in said proposal;

WHEREAS, this Agreement is the result of the negotiations between EURA and Consultant;

WHEREAS, Consultant desires to perform those services set forth in “Exhibit A” and agrees to do so for the compensation set forth on “Exhibit B” and in accordance with the provisions set forth in this Agreement, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. SCOPE OF WORK: Consultant agrees that it will perform those services for EURA as identified on “Exhibit A” attached hereto and by this reference incorporated herein. The Consultant reports to and serves under the direction of the Commission Chair between meetings and to the Commission during EURA meetings.

2. FEES: EURA agrees to pay Consultant for services rendered under this Agreement as specified on “Exhibit B” attached hereto and by this reference incorporated herein.

3. TERM: This Agreement shall commence as of September 22, 2020 and shall remain in effect until September 30, 2021. This Agreement can be renewed upon written agreement of both parties.

4. INDEPENDENT CONTRACTOR. Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with EURA. EURA shall determine the work to be done by Consultant, but Consultant shall determine the legal means by which it

accomplishes the work specified by EURA. This Agreement shall not be construed to create any employer-employee relationship between EURA and Consultant. EURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant shall dedicate sufficient time and personnel to successfully perform the Scope of Services provided herein; however, Consultant has no obligation to work any specific number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines established by EURA to the extent reasonably possible.

5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and time spent in providing services under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by EURA representatives for two (2) years after final payment. Copies shall be made available to EURA upon request.

6. **FEDERAL, STATE AND LOCAL PAYROLL TAXES AND BENEFITS:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by EURA on behalf of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant is an independent contractor and is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the EURA, if any. Consultant is responsible to pay, according to law, Consultant's income and other taxes.

7. **LICENSES AND LAW:** Consultant represents that Consultant possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". Consultant agrees to comply with all applicable provisions of the Eagle City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall at all times during its Contract or Agreement with EURA maintain liability insurance in which EURA shall be named as an additional insured in the minimum amounts as follows: General Liability (\$1,000,000.00) per incident or occurrence, Professional Liability/errors and omissions (\$1,000,000.00) aggregate, automobile liability insurance (\$1,000,000.00) per incident or occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless EURA. Consultant shall at all times during the term of its Agreement with EURA, maintain worker's compensation insurance as required and in accordance with Idaho law.

9. **EQUIPMENT, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the day to day services to be provided herein, with the exception that EURA shall provide any necessary technology hardware or equipment for use at its public meetings. If a meeting or task requires specific materials or equipment that are not typical for the day to day services provided by Consultant, then Consultant will communicate that to the EURA in advance. If the parties agree that such materials and/or equipment are needed and the cost is appropriate, then the cost of such items will be paid by the EURA or reimbursed to Consultant by the EURA.

10. **PROPRIETARY RIGHTS:** All data, materials, reports, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of EURA, shall be forwarded to EURA at its request, and may be used by EURA for any business purpose. EURA agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

11. **CONFIDENTIALITY:** Subject to the Idaho public records and open meeting laws, Consultant agrees to maintain the confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, graphics, and any other documents unless and until EURA signifies its written approval that such work product may be disclosed to the public or third parties. Consultant shall not disclose confidential matters and/or executive session items with others outside the EURA without the express written consent of the EURA, unless such disclosure is required by a validly issued subpoena or court order.

12. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Chair of the Commission of the EURA or his/her designee shall be EURA's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

14. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both EURA and the Consultant.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that the Consultant shall not have the right to assign or transfer any of its obligations and/or rights under this Agreement except upon the prior express written consent of EURA.

17. **TERMINATION OF AGREEMENT:** EURA and Consultant each reserve the right to terminate this Agreement with or without cause, at any time, for any reason or no reason by giving at least thirty (30) days' notice in writing. If this Agreement is terminated by EURA as provided herein, Consultant shall be paid an amount for all work in progress that has been completed and not yet invoiced as of the date the notice of termination is provided.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To EURA:
Chairman of the EURA Commission
c/o Todd Lakey, EURA Legal Counsel
Borton-Lakey Law
141 E. Carlton Ave.
Meridian, ID 83642

To Consultant:
Ashley Squyres
AF Public Solutions. LLC
APT 14
1628 S Loggers Pond Pl
Boise, ID 83706-6599

19. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by EURA, in whole or in part, and may result in ineligibility for further work for EURA.

20. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless EURA and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to EURA, persons or property for any negligent act, error or omission arising out of or in connection with any performances or activities of Consultant or its employees, subconsultants or agents under this Agreement.

21. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Ada County, Idaho.

23. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **DISPUTES:** In the event that a dispute arises between EURA and Consultant regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise

as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **EXHIBITS AND RECITALS:** All exhibits and recitals to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement. If there is a conflict between the Exhibit C and the other provisions of this Agreement then the other provisions of this Agreement shall apply and control.

27. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, EURA and Consultant have executed this Agreement as of the 15th day of September 2020.

EAGLE URBAN RENWAL AGENCY

AF PUBLIC SOLUTIONS, LLC

By: 
Janet Buschert
Title: EURA Board Chair


By: 
Ashley Squyres
President

EXHIBIT A – SCOPE OF SERVICES

Executive Consultant Scope of Services Eagle Urban Renewal Agency

The Consultant is responsible for the effective administration of all EURA activities as described below. The scope of work assumes that the Consultant will attend all regular and special meetings of the EURA Commission (“Commission”) along with other meetings required by the Commission. This scope of work assumes that the Consultant will provide no more than an average of 10-12 hours per week monitored on an approximate monthly basis. The Commission may add duties and responsibilities over time and as needed. The EURA’s primary contact will be the Chairman of the EURA Commission. A bookkeeper will be hired by the EURA through a separate agreement to work in partnership with the Executive Director on duties described in this Exhibit A.

Administration

- Organize and facilitate strategic planning efforts of the Commission
- Implement and carry forward the Commission’s goals and objectives under the direction of the Commission
- Document strategic plans and goals, develop benchmarks and regularly report on progress to the Commission
- Ensure that projects, programs or services of the EURA reflect the priorities of the Commission and contribute to the EURA’s mission
- Coordinate meetings and prepare and publish agendas and minutes in compliance with Idaho Code including open meeting laws, to include publishing notices for public hearings and developing necessary resolutions for adoption.
- Attend EURA meetings and record and transcribe the minutes and prepare and present visual presentations to assist with discussion
- Coordinate with a bookkeeper who will execute financial transactions and activities including bill payment, invoicing and contracts
- Present regular financial reports prepared in partnership with the bookkeeper to the Board. Prepare and present the agency’s annual calendar year report to the Board for acceptance.
- File all required reports and documentation with federal, state and local agencies and entities in accordance with Idaho Code, to include issuance of all 1099 tax documents to vendors in partnership with the bookkeeper.
- Respond to all public records requests as needed in partnership with legal counsel
- Draft policies and reports and make recommendations to the Commission
- Ensure the maintenance of all EURA organization files, documents and public records in cooperation with Legal Counsel
- When appropriate, research funding needs and sources and write funding proposals
- Provide oversight to any bonding process, working in conjunction with financial counsel, general counsel, bond counsel, the Commission and others
- Work with the Commission to prepare, adopt and administer the budget and ensure transparency in the budgeting process

- Work with the Commission, Bookkeeper and Auditor selected by the Commission to complete an annual audit of EURA finances
- Seek assistance from EURA Legal Counsel in coordination with the Chairman of the EURA Commission
- Maintain an annual calendar so that regular activities of the EURA Commission (budgeting and audit, e.g.) are completed timely
- Maintain records of time spent and work performed pertaining to time spent and provide a detailed monthly billing statement noting time spent and work performed to the Board.

Project Management

- Develop planning templates based on EURA objectives and priorities
- Manage the planning, implementation and evaluation of EURA's projects
- Document project plans, set benchmarks and regularly report on progress to the Commission
- Work with EURA Legal Counsel and Chairman of the EURA to develop legal agreements necessary to undertake specific projects
- Manage owned or leased property and work of project contractors and Consultants
- Convene and coordinate the work of Committees of the Commission

Community Partnerships (Residents, Businesses, Landowners, Developers and Governmental Organizations)

- Develop and maintain positive relationships with residents, businesses, landowners, developers, contractors, and local and state government agencies and their employees.
- Coordinate efforts closely with the City's Economic Development Director, or his/her designee.
- Work to develop public/public partnerships between the City and the EURA. Maintain and coordinate with the City and partnership projects.
- Proactively work to promote the EURA district for the attraction of new opportunities for economic growth.
- Meet and communicate as needed with stakeholders to keep them informed and to build support in partnership with the Chairman of the Commission and under the direction of the Commission
- Act as a spokesperson for the EURA and represent the EURA at community activities
- Manage work of the contractor providing website development and maintenance services
- Keep the content of the website up-to-date to provide transparency of strategic planning, projects and public records
- Provide at least biannual updates to the Eagle City Council in conjunction with the completion of the EURA Annual Report and Budget and at other times as may be appropriate.
- Create and disseminate public communication as appropriate to various processes following review by the Chairman or the Commission

Other related duties as assigned.

EXHIBIT B – COMPENSATION TO CONSULTANT

The scope of work assumes that the Consultant will provide no more than an average of 10-12 hours per week monitored on an approximate monthly basis. Consultant to bill the EURA at ninety dollars (\$90) per hour for executive director services.

Reimbursement will be provided for necessary EURA related meals or activity expenses, copies and postage that are not handled under the MOU between the City and the EURA. Approved training expenses beyond those budgeted directly by the EURA will also be reimbursed.

Consultant to maintain records of time spent and work performed pertaining to time spent and provide a detailed monthly billing statement noting time spent and work performed.

The above rates, other than the noted reimbursables, are all inclusive with no other costs, fees, overhead, or other expenses to be billed to the EURA. The EURA will pay the enrollment fees for any training or conference attendance if the Consultant is attending at the request of the EURA. However, if Consultant is attending the same training or conference on behalf of more than one client, Consultant agrees to divide the costs and hours involved equally between the applicable clients and only charge the EURA for its respective portion. Any attendance at conferences or training must be approved in advance by the EURA Commission.

EXHIBIT C - RFP AND CONSULTANT'S RESPONSE TO THE RFP

See Attached RFP totaling three (3) pages.

See Attached response from AF Public Solutions totaling twenty-six (26) pages